

City Clerk File No. Ord. 17-006

Agenda No. 3. A. 1st Reading

Agenda No. 4. A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-006

TITLE: A FRANCHISE ORDINANCE VACATING A PORTION OF DEY STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City (the "City") may enact ordinances pertaining to public streets, thoroughfares and sidewalks located within the City; and

WHEREAS, the City is authorized pursuant to N.J.S.A. 40:67-1 et seq. and N.J.S.A. 40A:12-5 to establish, change the grade of or vacate any public street, highway, lane or alley, or any part thereof at the discretion of the City; and

WHEREAS, De Pren Realty Co., a company of the State of New Jersey, ("Petitioner") has filed a petition with the Municipal Council of the City of Jersey City requesting the vacation of a portion of Dey Street, which parcel is more particularly described by the metes and bounds description of the property to be vacated [Exhibit A], and depicted on the Right of Way Vacation Plan of Dey Street [Exhibit B] both attached to this Ordinance; and

WHEREAS, Dey Street is located within the City of Jersey City, County of Hudson, State of New Jersey; and

WHEREAS, the Petitioner owns a building and vacant land located at 232 Dey Street, Block 7501, Lot 1; and 185 Dey Street, Block 7506, Part of Lot 1; and

WHEREAS, there is no municipal or public need for this portion of Dey Street and the Petitioner now desires this portion of Dey Street be vacated; and

WHEREAS, the area being vacated is no longer necessary for general public use, and the rights of the public will not be injuriously or adversely affected by the requested vacation, and such vacation advances the public safety and welfare; and

WHEREAS, the City is authorized to vacate that portion of Dey Street as set forth in Exhibits A and B; and

WHEREAS, the Petitioner owns the property located on the adjacent lots immediately north and south of the desired portion of Dey Street to be vacated, more specifically identified as 232 Dey Street, and referred to as Block 7501, Lot 1; and 185 Dey Street, Block 7506 and Part of Lot 1 on the official Tax map of the City of Jersey City (the "Property"); and

WHEREAS, the desired portion of Dey Street to be vacated is a dead end street off Charlotte Avenue and not an active public right-of-way; and

WHEREAS, the Municipal Engineer and Municipal Traffic Engineer have reviewed and approved the proposed vacation of this portion of Dey Street; and

WHEREAS, said Petition has been duly advertised and proof of the giving of due notice of the Petition requesting enactment of this ordinance as required by law has been filed with the City Clerk, and the Municipal Council having held a public hearing thereon, and no objections having been made thereto; and

WHEREAS, these properties adjoin Dey Street where it dead ends off Charlotte Avenue; and

WHEREAS, the Petitioner has represented that the area has been used as a trucking terminal for many years; and

WHEREAS, the new owner intends to use the space for light manufacturing and storage for brand marketing events; and

WHEREAS, the public interest will be served by this Ordinance for Street Vacation as it will advance public safety, convenience, and welfare; and

WHEREAS, after due notice was given in accordance with the statute, a public hearing was held on the Petition filed by the Petitioner, to vacate the portion of Dey Street as previously described herein; and

WHEREAS, the Petitioner has made application to the Municipal Council of the City of Jersey City;

NOW THEREFORE, BE IT ORDNANIED by the Municipal Council of the City of Jersey City that:

Section I: All parts or portions of Dey Street adjacent to Block 7501 Lot 1, commonly known as 232 Dey Street, and Block 7501, Part of Lot 1, commonly known as 185 Dey Street respectively, as hereinafter particularly described and as a shown and delineated on Exhibits A and B which are annexed to this Ordinance, be and the same are hereby vacated and included into Block 7501, Lot 1 and Block 7506, Part of Lot 1, and the public easement and rights therein be and the same are hereby extinguished, which parts of the aforesaid street are more particularly described in the metes and bounds descriptions contained in Exhibit A to this Ordinance, which incorporated herein by reference.

Section II: All costs and expenses related to the introduction, passage and publication of this Ordinance, including the preparation and mailing of any and all notices related to this ordinance upon property owners within 200 feet of the area to be vacated, shall be borne and paid by the Petitioner.

Section III: The Petitioner shall file this Ordinance and the Maps with the Register of the County of Hudson within sixty (60) days after the Ordinance becomes effective. Upon filing of this Ordinance, the maps and the description with the Hudson County Register, title to the vacated premises shall vest in Petitioner.

Section IV: This Ordinance is subject to the following:

- 1) In the event the utilities, if any, presently located under the roadway being vacated hereunder, are not moved to another location or abandoned in place, an easement in perpetuity reserved for the benefit of the City of Jersey, the Jersey City Municipal Utilities Authority and all public utility companies including any cable television company as defined in the "Cable Television Act", P.L. 1972, c. 186 (c.48:5A-1, et seq.) for the purpose of ingress and egress over and upon the area subject to this vacation ordinance in order to maintain; repair or replace existing utility facilities including water lines, sewer lines, gas lines, and telephone, electrical and cable television wire and poles which may be located either beneath or above the surface of the area subject to this vacation ordinance.
- 2) No buildings or structures of any kind may be constructed over the water or sewer utilities, if any, within this area subject to the easement without the consent of the Chief Engineer of the City of Jersey City and/or the Jersey City Municipal Utilities Authority unless and until those utilities are relocated and/or abandoned.
- 3) In the event that utilities, if any, presently lying in the portion of Dey Street being vacated hereby are relocated, then the easement otherwise created under Section IV (1), shall immediately terminate and the same shall be considered as abandoned by the respective utility company.

Section V: All Ordinances inconsistent herewith are hereby repealed.

Section VI: This Ordinance shall be part of Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.

Section VII: This Ordinance shall take effect at the time manner provided by law.

Section VIII: This City Clerk and the Corporation Counsel are hereby authorized and directed to change any chapter numbers, article numbers and section numbers and section numbers in the event that the codification of this Ordinance reveals that there is conflict between those numbers and the existing code in order to avoid confusion and possible accidental repeal of the existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business AdministratorCertification Required ☐Not Required ☐



185 Dey Street

Tax Block 7506, Lot 1

City of Jersey City

Hudson County, N.J.

Tract One

Being the same premises as described in Deed Book 4753, Page 306 except for a parcel of land labeled as "Parcel 31" as indicated on a map entitled, "New Jersey Department of Transportation, General Property Parcel Map, Route U.S. 1 & U.S. 9 (1953) Truck, Section 1, From Route U.S. 1 & U.S. 9 At West End of Pulaski Skyway To Tonnele Avenue Circle, Showing Existing Right of Way and Parcels to be Acquired in the City of Newark, County of Essex and in The Town of Kearny And City of Jersey City, County of Hudson, April 2003"

BEGINNING at a point on the corner formed by the intersection of the easterly right-of-way line of Charlotte Avenue, a 65 feet wide right-of-way, and the southerly right-of-way line of Dey Street, a 60 feet wide right-of-way; running thence

1. South 66 degrees 42 minutes 50 seconds East, **South 66 degrees 15 minutes 03 seconds East as per Deed**, continuing along Dey Street, a distance of 180.25 feet, **199.84 feet as per Deed**, to a point on the northerly right-of-way line of Charlotte Avenue N.B. Ramp, **to the westerly right-of-way line of Amelia Street as per Deed**; thence
2. Continuing on Charlotte Avenue N.B. Ramp along a circular arc to the right that contains a radius of 303.477 feet, running in a general westerly direction, a distance of 4.05 feet, to a point of tangency; thence
3. North 87 degrees 58 minutes 44 seconds West, continuing along Charlotte Avenue N.B. Ramp, a distance of 135.25 feet, to a point of curvature; thence
4. Continuing on Charlotte Avenue N.B. Ramp along a circular arc to the right, that contains a radius of 63.976 feet, running in a general northwesterly direction, a distance of 51.16 feet, to a point along the said easterly right-of-way line of Charlotte Avenue; thence
5. North 22 degrees 31 minutes 17 seconds West, **North 22 degrees 59 minutes 04 second East as per Deed**, continuing along Charlotte Avenue, a distance of 49.12 feet, **100.00 feet as per Deed**, to the previously described point or place of **BEGINNING**.

Subject to easements and restrictions of record.

Address: 61 Locust Lane (at the corner of Carlton Ave), East Rutherford, New Jersey 07073

Phone: (973) 778-0010 **Fax:** (973) 778-0027 **Email:** contactus@beharsurveying.com

Website: www.beharsurveying.com



232 Dey Street
Tax Block 7501, Lot 1
City of Jersey City
Hudson County, N.J.

Tract Two

Being the same premises as described in Deed Book 4310, Page 226 except for a parcel of land labeled as "Parcel 34" as indicated on a map entitled, "New Jersey Department of Transportation, General Property Parcel Map, Route U.S. 1 & U.S. 9 (1953) Truck, Section 1, From Route U.S. 1 & U.S. 9 At West End of Pulaski Skyway To Tonnele Avenue Circle, Showing Existing Right of Way and Parcels to be Acquired in the City of Newark, County of Essex and in The Town of Kearny And City of Jersey City, County of Hudson, April 2003"

BEGINNING at a point on the corner formed by the intersection of the easterly right-of-way line of Charlotte Avenue, a 65 feet wide right-of-way, and the northerly right-of-way line of Dey Street, a 60 feet wide right-of-way; running thence

1. North 22 degrees 39 minutes 10 seconds East, **North 38 degrees 59 minutes East as per Deed**, continuing along Charlotte Avenue, a distance of 213.34 feet, to a point on the southerly right-of-way line of St. Pauls Avenue, a 60 feet wide right-of-way; thence
2. South 65 degrees 48 minutes 50 seconds East, **South 49 degrees 39 minutes East as per Deed**, continuing along St. Pauls Avenue, a distance of 50.00 feet, to a point on the division line of Tax Lot 1 & Tax Lot 2 as shown on the current Tax Assessment Maps of Jersey City; thence
3. South 22 degrees 38 minutes 53 seconds West, **South 38 degrees 58 minutes West as per Deed**, leaving St. Pauls Avenue continuing along the division line of Tax Lot 1 & Tax Lot 2, a distance of 105.00 feet, to a point on the corner of said lots; thence
4. South 65 degrees 48 minutes 50 seconds East, **South 49 degrees 32 minutes East as per Deed**, continuing along the division line of Tax Lot 1 & Tax Lot 2, a distance of 259.62 feet, **255.13 feet as per Deed**, to a point along the westerly right-of-way line of James Avenue, a 50 feet wide right-of-way; thence
5. South 23 degrees 12 minutes 21 seconds West, **South 40 degrees 28 minutes West as per Deed**, continuing along James Avenue, a distance of 60.05 feet, **103.77 feet as per Deed**, to a point on the northerly line of Charlotte Avenue N.B. Ramp, to a point on the northerly right-of-way line of Dey Street as per Deed; thence
6. Continuing on Charlotte Avenue N.B. Ramp along a circular arc to the right that contains a radius of 139.435 feet, running in a general southwesterly direction, a distance of 43.30 feet, to a point of compound curvature; thence
7. Continuing on Charlotte Avenue N.B. Ramp along a circular arc to the right that contains a radius of 303.477 feet, running in a general southwesterly direction, a distance of 12.00 feet, to the northerly right-of-way line of Dey Street; thence
8. North 66 degrees 42 minutes 50 seconds West, **North 50 degrees 24 minutes West as per Deed**, continuing along Dey Street, a distance of 274.74 feet, **305.16 feet as per Deed**, to the previously described point or place of **BEGINNING**.

Subject to easements and restrictions of record.

Address: 61 Locust Lane (at the corner of Carlton Ave), East Rutherford, New Jersey 07073

Phone: (973) 778-0010 **Fax:** (973) 778-0027 **Email:** contactus@beharsurveying.com

Website: www.beharsurveying.com



Dey Street
In between Tax Block 7501 & 7506
City of Jersey City
Hudson County, N.J.

Tract Three

Being the portion of Dey Street in between the parcels of land described in Deed Book 4753, Page 306 (Tax Block 7506, Lot 1) & Deed Book 4310, Page 226 (Tax Block 7501, Lot 1) and being further described as:

BEGINNING at a point on the corner formed by the intersection of the easterly right-of-way line of Charlotte Avenue, a 65 feet wide right-of-way, and the former northerly right-of-way line of Dey Street, a 60 feet wide right-of-way; running thence

1. South 22 degrees 39 minutes 10 seconds East, leaving the northerly right-of-way and continuing along the extension of the easterly right-of-way line of Charlotte Avenue, 50.09 feet, to a bend in Charlotte Avenue; thence
2. South 22 degrees 31 minutes 17 seconds West, continuing along the extension of Charlotte Avenue, a distance of 9.91 feet, to a point on the former southerly right-of-way line of Dey Street; thence
3. South 66 degrees 42 minutes 50 seconds East, continuing along the former southerly right-of-way line of Dey Street, a distance of 180.25 feet, to a point along the Charlotte Avenue N.B. Ramp; thence
4. Continuing on Charlotte Avenue N.B. Ramp along a circular arc to the left that contains a radius of 303.477 feet, running in a general easterly direction, a distance of 111.99 feet, to a point on the former northerly right-of-way line of Dey Street; thence
5. North 66 degrees 42 minutes 50 seconds West, continuing along the former right-of-way of Dey Street, a distance of 274.74 feet, to the previously described point or place of **BEGINNING**.

Subject to easements and restrictions of record.

Address: 61 Locust Lane (at the corner of Carlton Ave), East Rutherford, New Jersey 07073

Phone: (973) 778-0010 **Fax:** (973) 778-0027 **Email:** contactus@beharsurveying.com

Website: www.beharsurveying.com



Tax Block 7501, Lot 1 & 7506, Lot 1
City of Jersey City
Hudson County, N.J.

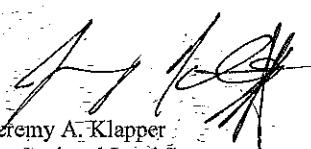
Consolidated Lot

Being the consolidation of Tracts 1-3 (Tax Block 7501, Lot 1 & Block 7506, Lot 1 & a portion of Dey Street) and being further described as:

BEGINNING at a point on the corner formed by the intersection of the easterly right-of-way line of Charlotte Avenue, a 65 feet wide right-of-way, and the former northerly right-of-way line of Dey Street, a 60 feet wide right-of-way; running thence

1. North 22 degrees 39 minutes 10 seconds East, continuing along Charlotte Avenue, a distance of 213.34 feet, to a point on the southerly right-of-way line of St. Pauls Avenue, a 60 feet wide right-of-way; thence
2. South 65 degrees 48 minutes 50 seconds East, continuing along St. Pauls Avenue, a distance of 50.00 feet, to a point on the division line of Tax Lot 1 & Tax Lot 2 as shown on the current Tax Assessment Maps of Jersey City; thence
3. South 22 degrees 38 minutes 53 seconds West, leaving St. Pauls Avenue continuing along the division line of Tax Lot 1 & Tax Lot 2, a distance of 105.00 feet, to a point on the corner of said lots; thence
4. South 65 degrees 48 minutes 50 seconds East, continuing along the division line of Tax Lot 1 & Tax Lot 2, a distance of 259.62 feet, to a point along the westerly right-of-way line of James Avenue, a 50 feet wide right-of-way; thence
5. South 23 degrees 12 minutes 21 seconds West, continuing along James Avenue, a distance of 60.05 feet, to a point on the northerly line of Charlotte Avenue N.B. Ramp; thence
6. Continuing on Charlotte Avenue N.B. Ramp along a circular arc to the right that contains a radius of 139.435 feet, running in a general southwesterly direction, a distance of 43.30 feet, to a point of compound curvature; thence
7. Continuing on Charlotte Avenue N.B. Ramp along a circular arc to the right that contains a radius of 303.477 feet, running in a general southwesterly direction, a distance of 128.04 feet, to a point of tangency; thence
8. North 87 degrees 58 minutes 44 seconds West, continuing along Charlotte Avenue N.B. Ramp, a distance of 135.25 feet, to a point of curvature; thence
9. Continuing on Charlotte Avenue N.B. Ramp along a circular arc to the right that contains a radius of 63.976 feet, running in a general northwesterly direction, a distance of 51.16 feet, to a point along the said easterly right-of-way line of Charlotte Avenue; thence
10. North 22 degrees 31 minutes 17 seconds West, continuing along Charlotte Avenue, a distance of 59.03 feet, to a bend in Charlotte Avenue; thence
11. North 22 degrees 29 minutes 10 seconds East, continuing along Charlotte Avenue, a distance of 50.09 feet, to the previously described point or place of **BEGINNING**.

In accordance with a Right-of-Way Vacation Survey prepared by Behar Surveying Associates, PC dated November 30, 2016.


Jeremy A. Klapper
Professional Land Surveyor
New Jersey License No. 24GS04331800

Address: 61 Locust Lane (at the corner of Carlton Ave), East Rutherford, New Jersey 07073

Phone: (973) 778-0010 **Fax:** (973) 778-0027 **Email:** contactus@beharsurveying.com

Website: www.beharsurveying.com

PETITION

TO: The Mayor and Council of the City of Jersey City, New Jersey

Your Petitioner **De Pren Realty Co., A Corporation of the State of New Jersey**, ("Petitioner") having an address at 232 Dey Street, Jersey City, New Jersey, respectfully herein petitions the City of Jersey City;

WHEREAS, the Petitioner desires to vacate a portion of Dey Street, which parcel is more particularly described by Description of Property to be Vacated [Exhibit A], and depicted on the Right of Way Vacation Plan of Dey Street [Exhibit B], both prepared by Jeremy Klapper, P.L.S. of Behar Surveying Associates, PC, and attached hereto; and

WHEREAS, Dey Street is located within the City of Jersey City, County of Hudson, and State of New Jersey; and

WHEREAS, the desired portion of Dey Street to be vacated is located at the dead end, off Charlotte Avenue; and

WHEREAS, the Petitioner owns the property located on the lots adjacent to the desired portion of Dey Street to be vacated, more commonly known as a portion of Dey Street, and more specifically referred to as Block 7501, Lot 1 commonly known as 232 Dey Street and Block 7506, Part of Lot 1 commonly known as 185 Dey Street on the Official Tax Map of the City of Jersey City (the "Property"), a copy of the applicable Tax Map sheet is attached as [Exhibit C]; and

WHEREAS, the Petitioner operated a former commercial enterprise on the Property, and the new owner will use the space for light manufacturing and storage for brand marketing events; and

WHEREAS, the Petitioner will be conveying the adjoining parcels; and

WHEREAS, the existing property is vacant and constitutes that portion of Dey Street that constitutes a dead end off Charlotte Avenue; and

WHEREAS, the Owner of the adjoining parcel will be landscaping, fencing and maintaining the area to make an aesthetic improvement to this section of Jersey City; and

WHEREAS, the portion of Dey Street is no longer necessary for general public use, and the rights of the public will not be injuriously or adversely affected by the requested vacation; and the public interest will be served in that it will advance the public safety, convenience and welfare.

NOW THEREFORE, Petitioner hereby requests that the City of Jersey City adopt an ordinance, in substantially the form submitted with and made a part of this petition by reference,

which shall ordain the vacation of that area of Dey Street, as more particularly described on the Description of the Property to be Vacated, and depicted on the Right of Way Vacation Plan of Dey Street, both prepared by Jeremy Klapper, P.L.S. of Behar Surveying Associates, PC, attached as Exhibit A and Exhibit B, respectively.

Respectfully,

A handwritten signature in cursive script, appearing to read "E. P. O'Connell", written over a horizontal line.

Eugene P. O'Connell, Esq.
Attorney for the Petitioner
De Pren Realty Co.

Dated:

12-12-16

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-006
TITLE: 3.A FEB 22 2017 4.A

MAR 08 2017

A Franchise Ordinance vacating a portion of Dey Street.

RECORD OF COUNCIL VOTE ON INTRODUCTION FEB 22 2017 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<i>ABSENT</i>			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAR 08 2017 9-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>RIVERA</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAR 08 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **FEB 22 2017**
Adopted on second and final reading after hearing on **MAR 08 2017**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **MAR 08 2017**

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED: *[Signature]*
Rolando R. Lavarro, Jr., Council President
Date **MAR 08 2017**

APPROVED: *[Signature]*
Steven M. Fulep, Mayor
Date **MAR 09 2017**
Date to Mayor **MAR 09 2017**

City Clerk File No. Ord. 17-019

Agenda No. 3-C 1st Reading

Agenda No. 4.C. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-019

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY TRAFFIC CODE DESIGNATING THE INTERSECTIONS OF CARLTON AVENUE AND MONTROSE AVENUE; CONGRESS STREET AND NEW YORK AVENUE; AND MANILA AVENUE AND SECOND STREET AS MULTI-WAY STOP INTERSECTIONS

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-9 Stop Intersections.

The Intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<u>Carlton Av</u> Montrose Av	<u>East and West</u> North and South	<u>Montrose Av – multi</u> <u>Carlton Av – multi</u>
<u>Congress St</u> New York Av	<u>East and West</u> South	<u>New York Ave – multi</u> <u>Congress St – multi</u>
<u>Manila Av</u> Second St	<u>South</u> West	<u>Second St – multi</u> <u>Manila Av – multi</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material to be inserted is underscored.

JDS:pcl
(2.10.17)

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY TRAFFIC CODE DESIGNATING THE INTERSECTIONS OF CARLTON AVENUE AND MONTROSE AVENUE; CONGRESS STREET AND NEW YORK AVENUE; AND MANILA AVENUE AND SECOND STREET AS MULTI-WAY STOP INTERSECTIONS

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

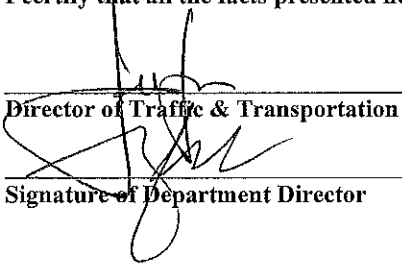
The purpose of this Ordinance is to designate the following intersections as all way stop control:

1. Carlton Avenue and Montrose Avenue
2. Congress Street and New York Avenue
3. Manila Avenue and Second Street

Designating these intersections as all-way stop control will improve traffic safety and operational characteristics at each intersection based on a detailed review of traffic conditions and guidance outlined within the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration.

Data collected as part of the analysis included 14-hour vehicular and pedestrian counts, peak hour observations, and a multi-year crash history assessment.

I certify that all the facts presented herein are accurate.



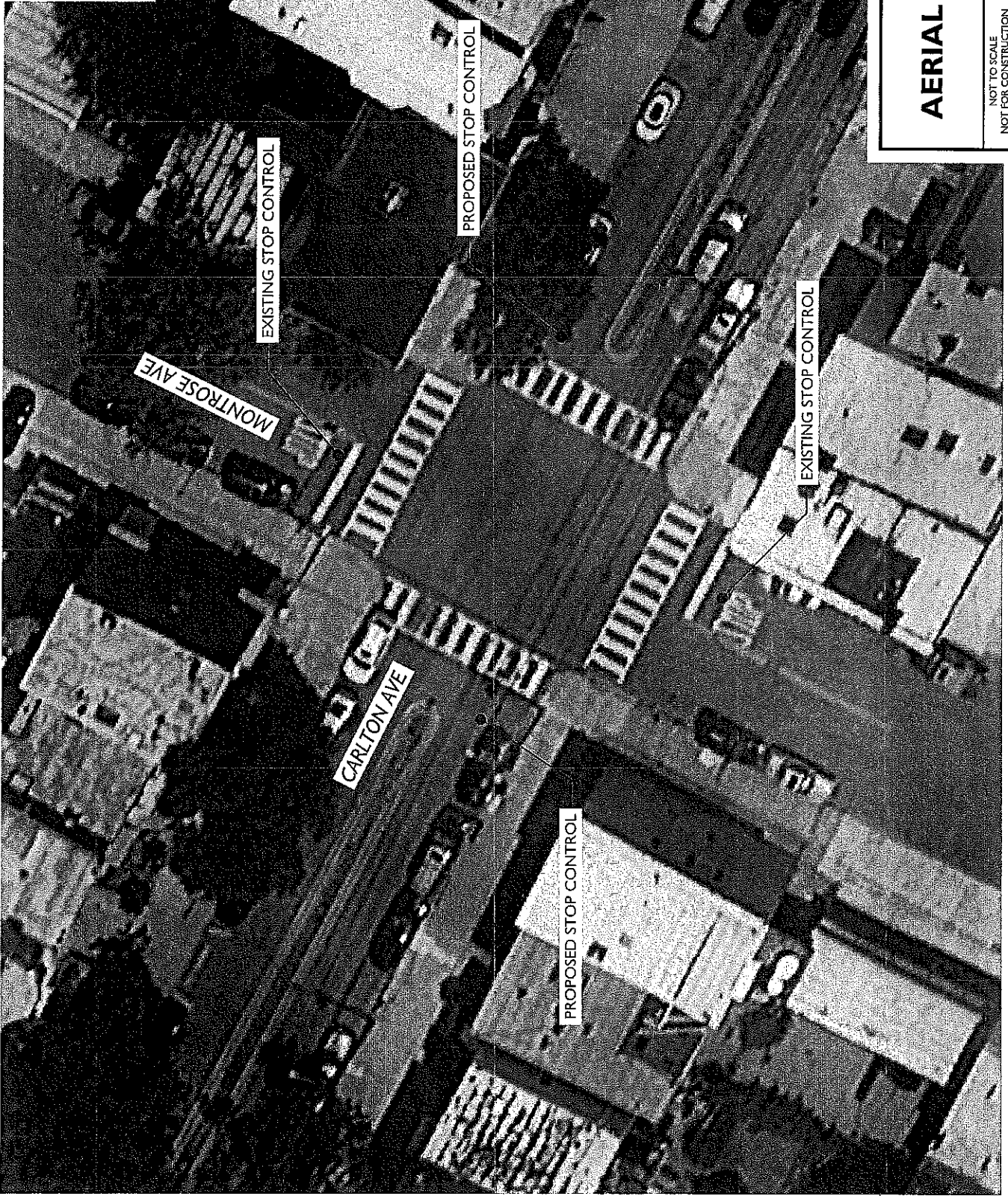
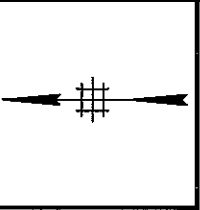
Director of Traffic & Transportation

Signature of Department Director

Date

8/15/17

Date



AERIAL EXHIBIT

NOT TO SCALE
NOT FOR CONSTRUCTION

2/10/2017



AERIAL EXHIBIT

NOT TO SCALE
NOT FOR CONSTRUCTION

2/10/2017



AERIAL EXHIBIT

NOT TO SCALE
NOT FOR CONSTRUCTION

2/10/2017

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-019

TITLE: 3.C FEB 22 2017 4.C MAR 0 8 2017

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code designating the intersections of Carlton Avenue and Montrose Avenue; Congress Street and New York Avenue; and Manila Avenue and Second Street as multi-way stop intersections.

RECORD OF COUNCIL VOTE ON INTRODUCTION FEB 22 2017 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAR 0 8 2017 9-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAR 0 8 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on FEB 22 2017

Adopted on second and final reading after hearing on MAR 0 8 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAR 0 8 2017

Robert Byrne
Robert Byrne, City Clerk

APPROVED:

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., Council President

Date MAR 0 8 2017

*Amendment(s):

APPROVED:

Steven M. Fulop

Steven M. Fulop, Mayor

Date MAR 0 9 2017

Date to Mayor MAR 0 9 2017



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-020

TITLE:

**ORDINANCE ACCEPTING FROM COA 99 HUDSON, LLC,
A DEDICATION OF CERTAIN ROADWAYS, SIDEWALKS
AND UTILITIES WITHIN THE HUDSON STREET RIGHT OF
WAY**

WHEREAS, COA 99 Hudson, LLC, New Jersey Limited Liability company, having its principal office at 1500 Broadway, 23rd Floor, New York, New York 10036 ("COA"), is the owner of 99 Hudson Street also referred to as Block 14507, Lot 1 on the current tax maps of the City of Jersey City, (the "Property"); and

WHEREAS, COA applied for and received Preliminary and Final Major Site Plan approval from the Jersey City Planning Board on June 9, 2015. An Amendment to the Site Plan Approval was obtained on January 12, 2016 for the construction of a new seventy-nine (79) story mixed used building including seven hundred and eighty-one (781) market rate residential units, 15,666 sq. ft. of retail space, six hundred and nine (609) parking spaces and 14,822 sq. ft. of open space on the Property (the "Development"); and

WHEREAS, in connection with the Development, COA was obligated by the Colgate Redevelopment Plan to dedicate a portion of the Property to the Hudson Street Right-Of-Way (the "Improvements"); and

WHEREAS, COA desires to dedicate the areas of the Property as described below to the City of Jersey City ("City"); and

WHEREAS, the City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 to accept the conveyance and dedication of land and appurtenances for public purposes.

NOW, THEREFORE BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The portions of the land, improvements and appurtenances that are located within the Property, more particularly described as a portion of Block 14507, Lot 1 consisting of approximately 0.092 acres shown on Exhibit A attached hereto and graphically depicted in Exhibit B attached hereto is hereby accepted and dedicated as a public right-of-way.
2. The acceptance of this dedication shall be subject to the following terms and conditions:

Upon delivery of a deed of easement to the City pursuant to the terms hereof, COA shall provide the City with a one (1) year maintenance bond for the roadways and improvements. During the one (1) year period following the delivery of the deed, COA shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of the roadways and improvements or create a risk to public safety, upon receiving written notice of such deficiencies from the Municipal Engineer. At the end of the one (1) year period, the City shall be responsible for the structural maintenance of the roadways and improvements which are the subject of this dedication.

3. After the completion of all improvements required by Planning Board Resolution P15-028 dated June 9, 2015 and as amended by Planning Board Resolution P15-028.1 dated January 12, 2016 and approval of the improvements by the Division of Engineering and Traffic, the Mayor or the Business Administrator is hereby authorized:
- (a) subject to review and approval by the City's Corporation Counsel of a title report provided by COA, accept delivery of and record a deed of easement from COA conveying the dedicated lands and improvements; and
 - (b) subject to review and approval by the Municipal engineer, accept all easements described in paragraph 4 below; and
 - (c) subject to review and approval by the City's Corporation Counsel, execute all documents necessary to accomplish the dedication of the aforementioned lands.
4. This dedication shall be subject to all easements affecting the Property recorded in the Office of the Hudson County register for the benefit of public or private entities for the purpose of operating and maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines including cable television wires and poles, together with the right of ingress and egress at all times for such purposes and all other purposes in connection or in any way relating to an entity's use or operation of water, sewer or utility lines.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect in the manner as prescribed by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined words in ~~{brackets}~~ are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR
2-14-17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☒

R.R.
2-14-17

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE ACCEPTING FROM COA 99 HUDSON, LLC,
A DEDICATION OF CERTAIN ROADWAYS, SIDEWALKS
AND UTILITIES WITHIN THE HUDSON STREET RIGHT OF
WAY**

Initiator

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter	Acting Director
Phone/email	547-5050	Maryannb@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

COA 99 Hudson, LLC, (“COA”), is the owner of 99 Hudson Street also referred to as Block 14507, Lot 1 on the City’s tax map (the “Property”). COA received Planning Board approval for the construction of a new 79 story mixed used building including 781 market rate residential units, 15,666 sq. ft. of retail space, 609 parking spaces and 14,822 sq. ft. of open space on the Property (the “Development”). In connection with the Development, COA is obligated by the Colgate Redevelopment Plan to dedicate a portion of the Property to the Hudson Street Right-Of-Way. The City is authorized by State laws to accept the conveyance and dedication of land and appurtenances for public purposes.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Exhibit A

August 08, 2016

Job No. 10147-17

SIDEWALK EASEMENT AREA DESCRIPTION B-2

on Block 14507, Lot 1
City of Jersey City
Hudson County, New Jersey

BEGINNING at a point which is the intersection of the southerly line of York Street (60 feet wide) and the easterly line of Greene Street (80 feet wide) and running; thence

1. Along the southerly line of York Street (60 feet wide), South 81 degrees 47 minutes 01 seconds East, 360.00 feet to a point where it is intersected by the proposed westerly line of Hudson Street (90 feet wide); thence
2. Along the proposed westerly line of Hudson Street (90 feet wide), South 08 degrees 12 minutes 59 seconds West, 200.42 feet to a point where it is intersected by the northerly line of Grand Street (80 feet wide); thence;
3. Along the northerly line of Grand Street (80 feet wide), North 81 degrees 47 minutes 01 seconds West, 311.78 feet to a point; thence the following six (6) courses into and through Block 14507, Lot 1:
4. North 08 degrees 12 minutes 59 seconds East, 1.50 feet to a point; thence;
5. South 81 degrees 47 minutes 01 seconds East, 286.38 feet to a point; thence;
6. North 53 degrees 12 minutes 59 seconds East, 16.00 feet to a point; thence
7. North 81 degrees 12 minutes 59 seconds East, 171.29 feet to a point; thence
8. North 36 degrees 47 minutes 01 seconds West, 16.00 feet to a point; thence
9. North 81 degrees 47 minutes 01 seconds West, 334.60 feet to a point in the easterly line of Greene Street (80 feet wide); thence
10. Along the easterly line of Greene Street (80 feet wide), North 08 degrees 12 minutes 59 seconds East, 5.00 feet to the point or place of BEGINNING.

Containing 5,127 sq. ft. or 0.118 acres

This description was prepared in accordance with a map entitled "Sidewalk Easement Area Exhibit B-1, 99 Hudson Street, Block 14507, Lot 1, City of Jersey City, Hudson County, New Jersey" dated August 08, 2016, prepared by Dresdner Robin, Hanson Engineering Division, Job No. 10147-17.



Greg S. Gloor
Professional Land Surveyor
New Jersey License No. 37189



Jersey City

Corporate Office

1 Evertrust Plaza, Suite 901
Jersey City, NJ 07302-3085
PHONE: 201-217-9200
FAX: 201-217-9507

Pennsauken Office

Perks Ruetter Division

Fairway Corporate Center
4300 Haddonfield Road, Suite 115
Pennsauken, NJ 08109
PHONE: 856-488-6200
FAX: 856-488-4302

Asbury Park Office

603 Mattison Avenue
Asbury Park, NJ 07712
PHONE: 732-988-7020
FAX: 732-988-7032

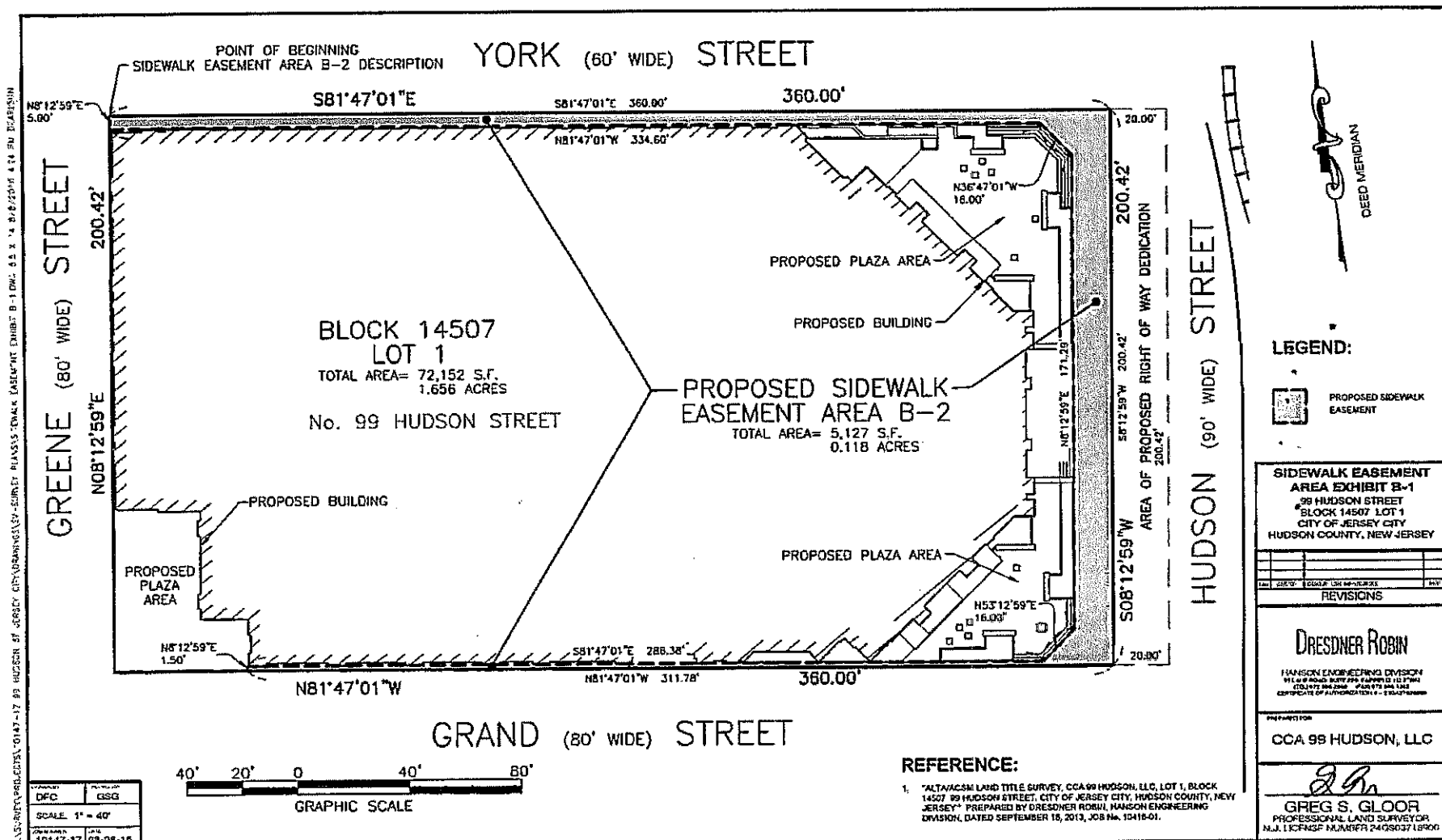
Fairfield Office

Hanson Engineering Division

55 Lane Road, Suite 220
Fairfield, NJ 07004
PHONE: 973-696-2600
FAX: 973-696-1362

www.dresdnerrobin.com

Exhibit B



DUPLICATE PROJECT: 0147-17 99 HUDSON ST. JERSEY CITY DRAWING: 159-SURVEY PLANS: 10418-01 EXHIBIT B-1 DWG. 5.5 X 14.8 (1/4" = 1' & 1/4" SCALE) 4.24 IN. REVISION

DUE TO INHERENT ERRORS IN REPRODUCTION METHODS, ERRORS MAY OCCUR WHEN SCALING THIS DRAWING

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-020
TITLE: 3.D FEB 22 2017 4.D

MAR 08 2017

Ordinance accepting from CPA 99 Hudson, LLC., a dedication of certain roadways, sidewalks and utilities within the Hudson Street right of way.

RECORD OF COUNCIL VOTE ON INTRODUCTION FEB 22 2017 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	ABSENT			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		
RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAR 08 2017 9-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			
RECORD OF FINAL COUNCIL VOTE MAR 08 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on FEB 22 2017
Adopted on second and final reading after hearing on MAR 08 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAR 08 2017

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

MAR 08 2017

APPROVED:

Steven M. Fulop, Mayor

Date

MAR 09 2017

Date to Mayor

MAR 09 2017

City Clerk File No. Ord. 17-021
Agenda No. 3.E 1st Reading
Agenda No. 4.E. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-021

TITLE:

ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR PROGRAM DEVELOPMENT SPECIALIST 3

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

Labor Grade

Title

*

Program Development Specialist 3

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

**Pursuant to N.J.S.A. 40:69A-43a.*

NR/he
2/07/17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES)
OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR PROGRAM
DEVELOPMENT SPECIALIST 3**

Initiator

Department/Division	Human Resources	Workforce Management
Name/Title	Nancy Ramos	Director of Human Resources
Phone/email	(201) 547-5217	nancyr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To establish a new title for (Stacey Dix-Kielbowski) in accordance with New Jersey Department of Civil Services Commission Rules and Regulations

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/6/17
Date

Ordinance/Resolution Fact Sheet

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketch summary sheets will be returned with the resolution or ordinance. The Department, Division, or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:

program development specialist 3

Name & Title of Person Initiating Ordinance/Resolution, Etc.:

Nancy Ramos, Human Resources Director

Concise Description of the Program, Project, or Plan Proposed in the Ordinance:

To establish a new title in accordance with New Jersey dept. of Civil Services Commission and Regulations

Reasons for the Proposed Program, Project, Etc.:

Anticipated Benefits to the Community:

Cost of Program, Project, Etc.:(Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

Date Proposed Program or Project will Commence:

Anticipated Completion Date:

Person Responsible for Coordinating Proposed Program, Project Etc.:

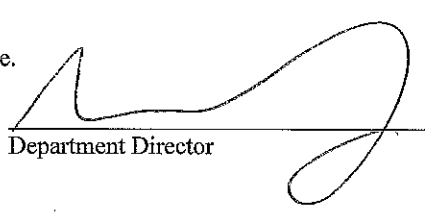
Additional Comments:

Union Affiliation - Management Labor Grade: 31

I Certify That All Facts Present Herein Are Accurate.

2/6/17

Date


Department Director

Date Submitted to Law Department

2/6/17

New Title

Title: program development specialist 3

Department: business administrator

Division: municipal court

Labor Grade:

Min. \$20,700

Max. \$67,134

Union: Management

**Stacey Dix-Kielbiowski
1730 Oakwood Terrace
Scotch Plains, NJ 07306**

Salary: \$65,714



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

E.O. _____

_____, 2017

EXECUTIVE ORDER OF THE MAYOR
OF THE
CITY OF JERSEY CITY

CLASSIFIED POSITIONS FOR CITY EMPLOYEES

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L.1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

Labor Grade

Title

31

Program Development Specialist 3

This order shall take effect immediately.

Very truly yours,

STEVEN M. FULOP, MAYOR

SMF/he

cc: Robert J. Kakoleski, Business Administrator
Jeremy Farrell, Corporation Counsel
Robert Byrne, City Clerk
Donna Mauer, Chief Financial Officer
Nancy Ramos, Personnel Director

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-021
TITLE: 3.E FEB 22 2017 4.E

MAR 08 2017

Ordinance supplementing Chapter A351 (Executive Orders and Ordinances)
of the Jersey City Code to create a new classified position for Program
Development Specialist 3.

RECORD OF COUNCIL VOTE ON INTRODUCTION FEB 22 2017 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<i>ABSENT</i>			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAR 08 2017 9-0											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>RIVERA</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAR 08 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **FEB 22 2017**
Adopted on second and final reading after hearing on **MAR 08 2017**

This is to certify that the foregoing Ordinance was adopted by
the Municipal Council at its meeting on **MAR 08 2017**

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., Council President

Date **MAR 08 2017**

APPROVED:

Steven M. Fulop
Steven M. Fulop, Mayor

Date **MAR 09 2017**

Date to Mayor **MAR 09 2017**

City Clerk File No. Ord. 17-022

Agenda No. 3.F 1st Reading

Agenda No. 4.F. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-022

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 245
(PEDDLING, SOLICITING AND CANVASSING) ARTICLES I, II AND III, OF
THE JERSEY CITY MUNICIPAL CODE**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

WHEREAS, the current Municipal Code is inadequate in preventing mass door-to-door solicitation of certain residential neighborhoods; and

WHEREAS, the Municipal Council needs to update the Code to implement a more aggressive prohibition of such door-to-door solicitations via a No-Knock Registry.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- A. The following amendments to Chapter 245 (Peddling, Soliciting and Canvassing) Article III (Canvassers and Solicitors) are hereby adopted:

**PEDDLING, SOLICITING AND CANVASSING
ARTICLE I
Licensing of Peddlers**

§245-1. - Definitions.

As used in this Article, the following terms shall have the meanings indicated:

PEDDLER - Any person, traveling by foot, wagon, automotive vehicle or any other type of conveyance from place to place, from house to house or from street to street, carrying, conveying or transporting goods, wares or merchandise, offering and exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from a wagon, automotive vehicle, railroad car or other vehicle or conveyance. Any person who solicits orders and, as a separate transaction, makes deliveries to purchasers as part of a scheme or design to evade the provisions of this Article shall be deemed a "peddler." "Peddler" shall include the words "hawker" and "huckster." Peddler shall also include any person who is issued a veteran peddlers' license pursuant to N.J.S.A. 45:24-9 et seq., except that the actual issuance of a veteran's license and cancellation of a veteran's license for sale or use to anyone other than the veteran; or if the veteran is convicted of a crime or is guilty of violation of municipal ordinance shall be governed exclusively by N.J.S.A. 45:24-10 and 45:24-13.

§245-2. - License required; fees.

- A. Every peddler shall obtain a peddler's license from the license issuing authority prior to engaging in business as a peddler. The peddler's license fee shall be as

provided in Chapter 160, Fees and Charges, not prorated, accounting from April 1, or a daily charge as provided in Chapter 160, Fees and Charges.

B. The requirement of a peddler's license shall be subject to the following exemptions:

- (1) Persons residing in the city who have a state trader's license.
- (2) The sale of farm, dairy or garden produce raised by the vendor in the state.
- (3) Seafood caught by the vendor in the state.
- (4) Articles of the vendor's own manufacture manufactured in the state.

§245-3. - Identification tag; fee; exemption.

- A. Each peddler shall procure a peddler's identification tag from the City Treasurer prior to engaging in business as a peddler, and such tag shall be conspicuously displayed on the peddler's vehicle, wagon, cart or person while engaged in such business. The application for a peddler's identification tag shall contain an appropriate certification by the applicant that he or she is a bona fide grower, producer or manufacturer of the products to be sold by him or her, and the application shall be signed by the peddler.
- B. The fee for a peddler's identification tag shall be as provided in Chapter 160, Fees and Charges.
- C. The requirement of a peddler's identification tag shall be subject to the exemption of and shall not apply to any person who has complied with the licensing provisions of §245-14.

§245-4. - License and tag nontransferable.

A peddler's license and a peddler's identification tag shall be nontransferable and shall not be used or worn at any time by any person other than the one to whom it was issued.

§245-5. - Revocation of license.

A peddler's license shall be subject to revocation by the license issuing authority, after notice and hearing, for any one (1) of the following grounds:

- A. Fraud, misrepresentation or false statement contained in the application for a peddler's license.
- B. Fraud, misrepresentation or false statement made in the course of carrying on his or her business as a peddler.
- C. Violations of law as set forth in this Article.
- D. Conducting the business of peddling in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the public health, safety or general welfare.

§245-6. - Prohibited peddling locations; use of streets; exemption for handicapped persons.

- A. No peddler may sell or offer to sell any goods, wares or merchandise within the areas designated as ~~[The Journal Square Special Improvement District, The Central Avenue Special Improvement District, The Historic Downtown Special Improvement District, and the McGinley Square Special Improvement District]~~ a Special Improvement District (SID), which areas are more particularly described by block and lot numbers and street addresses as set forth in Schedule A to Chapter 69 of this Code on file in the Office of the Jersey City Clerk.

- B. No peddler who shall make use of the streets to vend goods, either from a wagon, vehicle or other conveyance, shall remain in one place longer than twenty (20) minutes or return thereto within a period of less than five hours; provided, however, that this time limitation shall not apply to physically handicapped persons who have been issued a specific vehicle identification card by the Division of Commerce.
- (1) No peddler shall be deemed to have complied with the foregoing requirement unless such peddler shall have moved at least one hundred (100) feet from the point at which he or she last stopped.
 - (2) "Physical handicap" means a physical impairment which confines a person to a wheelchair; causes a person to walk with difficulty or insecurity; affects the sight or hearing to the extent that a person functioning in public areas is insecure or exposed to danger; causes faulty coordination; or reduces mobility, flexibility, coordination and perceptiveness. "Physical handicap" shall include coronary conditions. Any such physically handicapped person shall submit a certificate from a physician certifying that such handicap does exist.
- C. No peddler's location upon the streets for the purpose of sale shall be at a distance of less than one hundred (100) feet from the entrance of the store or place of business of a permanent retailer who sells like merchandise, foodstuffs or produce as the peddler.
- D. The Department of Public Safety shall enforce the twenty (20) minute regulation as set forth in this section.

§245-7. - Entry on private property.

No peddler shall make entry upon private property for the purpose of offering for sale or selling any merchandise, foodstuffs or produce unless the property owner shall have given prior consent to such entry.

§ 245-8. - Articles not to be sold.

No peddler shall offer for sale or sell the following prohibited articles on any street or public way: medicines, patented remedies, nostrums, soaps, perfumes, extracts, toy balloons, toilet articles or other like merchandise.

§ 245-8.1. - Exempt persons.

The following activities shall be exempt from this Article:

- (1) Delivery of goods, wares or merchandise in the regular course of business to the premises of persons ordering or entitled to receive same.
- (2) Solicitations on behalf of members of any charitable organizations, religious purpose or on behalf of a political candidate or activity.

- B. The following amendments to Chapter 245 (Peddling, Soliciting and Canvassing) Article III (Canvassers and Solicitors) are hereby adopted:

**ARTICLE II
Transient Businesses**

§245-9. - Definitions.

As used in this Article, the following terms shall have the meanings indicated:

TRANSIENT BUSINESS - A sale by a person who was not permanently engaged in business in the city prior to the sale in which the person represents himself as a bankrupt, an assignee or about to quit business, or that the sale is one of damaged goods as a result of fire, water or other cause.

§245-10. - License required; fee.

Every person, not already engaged in a permanent business in the city, who intends to begin a transient business shall first apply for and obtain a transient business license from the license issuing authority. The fee for a transient business license shall be as provided in Chapter 160, Fees and Charges.

- C. The following amendments to Chapter 245 (Peddling, Soliciting and Canvassing) Article III (Canvassers and Solicitors) are hereby adopted:

**ARTICLE III
Canvassers and Solicitors**

§245-11. Definitions.

As used in this Article, the following terms shall have the meanings indicated:

CANVASSER or SOLICITOR - Hereinafter referred to only as a "canvasser," any individual, whether resident of the City of Jersey City or not, traveling either by foot, wagon, automobile, motortruck or any other type of conveyance from place to place, from house to house or from street to street, offering to purchase any real property or any interest in real property either on his own behalf or as an agent or broker on behalf of any third party, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale, or whether he or she is collecting advance payments on such sales or not, provided that such definition shall include any person who, for himself, herself or for another person, hires, leases, uses or occupies any building, structure, tent, railroad, boxcar, boat, hotel room, lodging house, apartment, shop or any other place within the city for the sole purpose of exhibiting samples and taking orders for future delivery; and provided, further, that the foregoing definition shall not be deemed to include any person who, acting for a manufacturer or wholesaler, shall sell or take orders for the sale of goods, wares and merchandise to any other manufacturer or wholesaler or to a retailer for resale in the usual course of business; nor shall the provisions of this Article apply to sales made under authority and by order of law nor to sales made by the vendors of farm or dairy product.

§245-12. - License required.

No solicitor or canvasser, as defined herein, shall engage in such business within the city without first obtaining a canvasser license therefor in compliance with the provisions of this Article.

§245-13. - Exempt persons.

~~[This Article shall not affect any person engaged in the delivery of goods, wares or merchandise in the regular course of business to the premises of persons ordering or entitled to receive same nor to employees of any public utility which is subject to regulation by the Board of Public Utility Commissioners of the State of New Jersey when carrying an identification card, badge or insignia issued by such a public utility nor to employees or agents of life insurance or other corporations licensed by any state agency.]~~
The following activities shall be exempt from this Article:

- (1) Delivery of goods, wares or merchandise in the regular course of business to the premises of persons ordering or entitled to receive same.

- (2) Solicitations on behalf of members of any charitable organizations, religious purpose or on behalf of a political candidate or activity.

§245-14. - License application; fee.

- A. An applicant for a canvasser license under this Article shall file with the City Treasurer a sworn application in writing, in duplicate, on a form to be furnished by the City Treasurer, which form shall give the following information:
- (1) Name and description of the applicant.
 - (2) Permanent home address and full local address of the applicant.
 - (3) A brief description of the nature of the business and the goods to be sold.
 - (4) If employed, the name and address of the employer, together with credentials establishing the exact relationship.
 - (5) The length of time for which the right to do business is desired.
 - (6) The place where the goods or property proposed to be sold, or orders taken for the sale thereof, are manufactured or produced, where such goods or products are located at the time said application is filed and the proposed method of delivery.
 - (7) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two by two (2 x 2) inches, showing the head and shoulders of the applicant in a clear and distinguishing manner.
 - (8) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Hudson, State of New Jersey, who will certify as to the applicant's good character and business responsibility or, in lieu of the names of references, such other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and business responsibility.
 - (9) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed therefor.
 - (10) A list of the municipalities in which the applicant and his or her employer has conducted the business for the six (6) months prior to the date of the application.
 - (11) A statement setting forth whether any complaints have been made against the applicant or his or her employer by customers solicited in this city or elsewhere and the nature of said complaints.
- B. At the time of filing the application, a fee as provided in Chapter 160, Fees and Charges, shall be paid to the license issuing authority to cover the cost of investigation of facts stated therein.

§245-15. - Investigation; disapproval of applicant.

- A. Upon receipt of such application, the original shall be referred to the Chief of Police or, in the absence of the Chief, the officer in charge of police headquarters, who shall cause such investigation of the applicant's business and moral character to be made as is deemed necessary for the protection of the public good.

- B. If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory for any of the reasons set forth herein, the Chief of Police shall endorse on such application his or her disapproval and the reasons for the same, and return said application to the City Treasurer, who shall notify the applicant that the application is disapproved and that no permit and license will be issued.
- C. If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the Chief of Police shall endorse on the application his or her approval, execute a permit addressed to the applicant for the carrying on of the business applied for and return said permit, along with the application to the license issuing authority, who shall, upon payment of the prescribed investigation fee, deliver to the applicant the permit and issue a license. Such license shall contain the signature and seal of the issuing officer and shall show the name, address and photograph of said licensee and the kind of goods to be sold thereunder, the amount of fee paid, the date of issuance and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle used in such soliciting or canvassing. The license issuing authority shall keep a permanent record of all licenses issued.
- D. It shall be sufficient for the Police Chief to disapprove an application for the license for any of the following reasons:
 - (1) If the applicant or his or her employer has been convicted of any crime, misdemeanor, criminal offense or the violation of any municipal ordinance.
 - (2) If there is any fraud, misrepresentation or false statement contained in the application.
 - (3) If the applicant or his or her employer or the employer's representatives have committed any fraud, misrepresentation or false statement in conducting said business in this city or elsewhere.
 - (4) If the applicant or his or her employer or the employer's representatives have conducted said business in an unlawful manner in this city or elsewhere.

§245-16. - Denial of license; appeals; hearing.

Any person aggrieved by the action of the Chief of Police or, in the absence of the Chief, the officer in charge of police headquarters, or the license issuing authority, upon the denial of the license as provided in this Article shall have the right of appeal to the Director of Public Safety. Such appeal shall be taken by filing with said Director, within fourteen (14) days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The Director shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given to the appellant in the same manner as provided in this Article for notice of hearing on revocation. The decision and order of the Director on such appeal shall be final and conclusive.

§245-17. - Revocation of license; notice; hearing.

- A. Licenses issued under the provisions of this Article may be revoked by the Director of Public Safety after notice and hearing, for any of the following causes:
 - (1) Fraud, misrepresentation or false statement contained in the application for license.
 - (2) Fraud, misrepresentation or false statement made in the course of carrying on business as solicitor or as canvasser.

- (3) Any violation of this Article.
- (4) Conviction of any crime or misdemeanor involving moral turpitude.
- (5) Conducting the business of soliciting or canvassing in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

- B. Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his or her last known address at least five (5) days prior to the date set for hearing.

§245-18. - Expiration of license.

All annual licenses issued under the provisions of this Article shall expire on December 31 in the year issued. Other licenses shall expire on the date specified in the license.

§245-19. - Permitted hours; photograph.

No person shall canvass within the city except between the hours of 9:00 a.m. and 6:00 p.m. A copy of the licensee's photograph shall be carried on the license, which photograph shall be furnished by the applicant. The licensee shall exhibit his or her license to any police officer or other person upon request. The licensee shall be courteous to all persons in canvassing and shall not importune nor annoy any of the inhabitants of the city and shall conduct himself or herself in a lawful manner. On expiration of the license, the licensee shall surrender the same to the officer in charge of police headquarters.

§245-20. - Production of license.

All police officers shall require any person seen soliciting or canvassing and who is not known by such officer to be duly licensed to produce his or her canvasser's license at the request of the officer.

§245-20.1. Establishment of a No-Knock Registry.

- A. For the purpose of protecting residents from criminal activities and safeguarding their privacy, there is hereby established a No-Knock Registry of properties where canvassing and soliciting are prohibited. The No-Knock Registry shall be maintained by the City Clerk.
- B. The City Clerk shall prepare a list of addresses of those premises whose owners or occupants have notified the Clerk that canvassing or soliciting are not permitted on their premises. Notification shall be by the completion of a form, available online and at the City Clerk's office during normal business hours. The premises shall remain on the Registry unless the owners or occupants notify the City Clerk in writing that they wish the property to be removed from the Registry. The City Clerk shall update the list monthly. The inclusion of a premises on the Registry shall be deemed a revocation of any privilege or license to enter or attempt to enter the property.
- C. Owners or occupants who have requested to be listed on the Jersey City No-Knock Registry pursuant to Subsection A herein, may procure from the Clerk's office a notice for display on the premises indicating the enlistment on the Jersey City No-Knock Registry. The notice shall indicate which solicitors may contact residents and shall read substantially as follows:

"These premises are listed on the City of Jersey City's 'No-Knock Registry' (Jersey City Code Sec. §245-20.1). You may not enter or attempt to enter these premises for the purpose of canvassing or soliciting, which includes offering to purchase

real estate on behalf of any person or organization. Charitable, political, religious organizations are exempt from this law. Violation of Jersey City Code Sec. §245-20.1, may result in a fine of up to \$2,000 and/or up to 90 days of community service."

- D. The first notice shall be provided free of charge and may be picked up in person during regular business hours. If a replacement notice is required, the individual may pick up the replacement notice at the Clerk's office for a fee of \$5.00, which shall be payable to the City Clerk. A fee of an additional \$1.00 per notice will be applied for any individual who desires to have a notice mailed to him or her, payable to the City Clerk. Pursuant to N.J.S.A. 2C:18-3, "any owner or occupant who has listed his or her premises on this registry shall be deemed to have revoked any express or implied legal privilege or license to enter or attempt to enter the premises".
- E. The City Clerk shall distribute the current Jersey City No-Knock Registry to a licensed canvasser or solicitor at the time of issuance of a license.
- F. Although the most current list of registrants on the Jersey City No-Knock Registry shall be provided by the City Clerk, it is the responsibility of the canvasser or solicitor to have the most up-to-date list prior to engaging in any canvassing or soliciting.
- G. Any person convicted of violating this section upon competent evidence by an owner, occupant or other person with personal knowledge of such violation shall be subject to the following:

 - (1) 1st offense: a minimum fine of \$100 with a maximum of up to \$1,250;
 - (2) subsequent offense: a minimum fine of \$100 with a maximum of up to \$2,000 for each offense, together with community service for a period of up to 90 days; and
 - (3) any offense: in addition to the above, a permanent revocation of any license issued under the within Chapter.
- H. The City shall post a No-Knock Registry application on the City webpage and distribute to other media outlets as designated by the City. The City shall provide copies of the application to the public and undertake reasonable efforts in education and distribution, in order to further public awareness of the No-Knock Registry.
- I. This section does not preclude an owner or occupant from filing any other appropriate complaint with the Prosecutor, including a complaint for trespass.

§245-21. - Violations.

The Chief of Police shall report to the license issuing authority all convictions for violation of this Article, and the license issuing authority shall maintain a record for each license issued showing all violations of this Article by the licensee.

- D. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- E. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- F. This ordinance shall take effect at the time and in the manner as provided by law.

G. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repeal of existing provisions.

NOTE: All new material is underlined; words in ~~[brackets]~~ are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

SS/TF/he
2/15/17

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 245 (PEDDLING, SOLICITING AND CANVASSING) ARTICLES I, II, AND III, OF THE JERSEY CITY MUNICIPAL CODE

Initiator

Department/Division	City Council	
Name/Title	Rolando Lavarro, Jr.	Council President
Phone/email	(201) 547 5268	RLavarro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

The purpose of this ordinance is to create a No-Knock registry for Jersey City residents who do not want to receive door-to-door solicitations. This ordinance will not apply to charitable, religious, or political door-to-door activity. The City Clerk will maintain the registry of names and addresses of residents who do not wish to receive door-knock solicitation. Anyone found guilty of violating this ordinance will be subject to a fine of up to \$1,250 for a first offense, a fine of up to \$2,000 and community service for up to 90 days for a second offense, and fines and community service as described above for a third offense, in addition to revocation of any license issued by the Division of Commerce to the individual or organization in violation of the ordinance.

I certify that all the facts presented herein are accurate.



Signature of Department Director

2/16/2017
Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-022
TITLE: 3.F FEB 22 2017 4.F

MAR 08 2017

Ordinance amending and supplementing Chapter 245 (Peddling, Soliciting and Canvassing) Articles I, II and III, of the Jersey City Municipal Code.

RECORD OF COUNCIL VOTE ON INTRODUCTION FEB 22 2017 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	YUN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RIVERA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GADSDEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OSBORNE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WATTERMANN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOGGIANO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ROBINSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAVARRO, PRES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAR 08 2017 9-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>LAWSON</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YUN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RIVERA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GADSDEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OSBORNE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WATTERMANN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOGGIANO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ROBINSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAVARRO, PRES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BALZER
LAVERN WASHINGTON
MICHAEL GRIFFIN
MIKE KULOWSKI
JASON BURG

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YUN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RIVERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GADSDEN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OSBORNE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WATTERMANN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOGGIANO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ROBINSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAVARRO, PRES.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RECORD OF FINAL COUNCIL VOTE MAR 08 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YUN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RIVERA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GADSDEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OSBORNE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WATTERMANN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOGGIANO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ROBINSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LAVARRO, PRES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **FEB 22 2017**
Adopted on second and final reading after hearing on **MAR 08 2017**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **MAR 08 2017**

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **MAR 08 2017**

APPROVED:

Steven M. Fulop, Mayor

Date **MAR 09 2017**

Date to Mayor **MAR 09 2017**

City Clerk File No. Ord. 17-024
Agenda No. 3.H 1st Reading
Agenda No. 4.G. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-024

TITLE:

AN ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A MIXED-INCOME RESIDENTIAL RENTAL PROJECT TO BE CONSTRUCTED BY 16 BENNETT STREET URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ., LOCATED ON BLOCK 20702, LOT 60.01, AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 16 BENNET STREET & 148-152 CLARKE AVENUE, TO BE KNOWN AS 160 CLARKE AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, 16 Bennett Street Urban Renewal, LLC (Entity), is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

WHEREAS, the Entity is owner of certain property known as Block 20702, Lot 60.01, more commonly known by the street address of 16 Bennett Street & 148-152 Clarke Avenue, to be known as 160 Clarke Avenue and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Water Street Redevelopment Plan as required by N.J.S.A. 40A:12A-5(g); and

WHEREAS, the Project received a site plan approval from the Planning Board on June 14, 2016; and

WHEREAS, the Entity has applied for a twenty (20) year-long term tax exemption for a five (5) story building with a total of sixty three (63) residential units including fifty-seven (57) market-rate units and six (6) moderate-income units and fifty-seven (57) parking spaces; and

WHEREAS, the Property is in located within Tier II of the Jersey City Tax Abatement Policy Map and Tier II allows tax exemptions for a period of up to ten (10) years with the possibility of an additional ten (10) years if the Entity commits to setting aside ten (10%) percent of the total units within the Project for on-site moderate-income tenants absent any other moderate-income housing obligations; and

WHEREAS, the Entity has committed to setting aside ten (10%) percent of the total units within the Project for on-site moderate-income tenants absent any other moderate-income housing obligations thus making this Project eligible for an additional ten (10) years added to the tax exemption term normally permitted of any Project located within Tier II of the Jersey City Tax Abatement Policy Map; and

WHEREAS, the Entity has requested a term of the earlier of twenty-five (25) years from the effective date of the Ordinance approving the tax exemption, or twenty (20) years from the date that the Project is deemed substantially complete; and

WHEREAS, the Entity proposes an annual service charge based upon eleven and a half (11.5%) percent of gross revenue, and in addition the Entity would pay an annual fee to Hudson County based upon five (5%) percent of the service charge, and an administrative fee to the City of two (2%) percent of the service charge; and

WHEREAS, 16 Bennett Street Urban Renewal, LLC has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or \$15,687; or (ii) 11.5% of Annual Gross Revenue each year, which sum is estimated to be \$202,087, and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee or \$4,042; and
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge or \$10,104; and
5. provide a contribution to the City's Affordable Housing Trust Fund, pursuant to Ordinance 03-112, in the amount of \$114,465. This payment is nonrefundable and nontransferable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term.

WHEREAS, the City hereby determines that the relative benefits of the Project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$15,687, whereas, the Annual Service Charge as estimated, will generate revenue of more than \$202,087 to the City and an additional sum of approximately \$10,104 to Hudson County;
2. it is expected that the Project will create approximately fifty (50) jobs during construction and one (1) new permanent job after construction;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Water Street Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract purchasers to the Project and insure the likelihood of the success of the Project; and

WHEREAS, 16 Bennett Street Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY THAT:

- A. The application of 16 Bennett Street Urban Renewal, LLC an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., a copy of which is on file in the office of the City Clerk, for Block 20702, Lot 60.01, more commonly known by the street address of 16 Bennett Street & 148-152 Clarke Avenue, to be known as 160 Clarke Avenue, more specifically described by metes and bounds in the application, is hereby approved.
- B. The Mayor or Business Administrator is hereby authorized to execute a Tax Exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:
1. Term: the earlier of 25 years from the adoption of this Ordinance or 20 years from the date the Project is Substantially Complete;
 2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge (i) \$15,687; and (ii) upon Project Completion, whether or not the Project is occupied \$202,087; or
 - (b) 11.5% of Annual Gross Revenue initially estimated to be \$202,087, which shall be subject to statutory increases during the term of the tax exemption.
 3. Administrative Fee: 2% of the prior year's Annual Service Charge or \$4,042;
 4. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County or \$10,104;
 6. Affordable Housing Trust Fund: provide a contribution to the City's Affordable Housing Trust Fund, pursuant to Ordinance 03-112, in the amount of \$114,465.00, which represents \$1,500 per unit at 57 units; (\$85,500) and \$1.50 per approximately 19,310 square feet of parking (\$28,965). This payment is nonrefundable and nontransferable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term;
 7. Project: a five (5) story building with sixty three (63) residential rental units, including fifty-seven (57) market-rate residential rental units, six (6) moderate-income residential rental units and fifty-seven (57) parking spaces;
 8. Project Employment & Contracting Agreement: an obligation to execute (i) a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses. The Entity agrees to enter into a Project Employment & Contracting Agreement with the City and that it will employ its Best Efforts to achieve a goal of 51% of the workforce to be Jersey City residents;

9. Project Labor Agreement and Living Wage Mandate: The Entity certified that its construction costs are less than \$25 million. In the event a construction cost audit or report indicates construction costs of more than \$25 million, then the Entity shall execute a Project Labor Agreement and be required to pay the damages as set forth in Section 304-37(3) of the Municipal Code. Furthermore, in the event an audit indicates construction costs of more than \$25 million, the Entity shall also comply with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. In such a case, all janitors and unarmed security guards employed at the Project, including by any and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51G(1).
 10. The initial installment of the Affordable Housing Trust Fund contribution payment shall be due on execution of the Financial Agreement, but in no event later than ninety (90) days of the adoption of the ordinance. Interest shall accrue on such payments as of the 91st day at the same rate as the City charges for unpaid real estate taxes;
 11. The Financial Agreement shall be executed by the Entity no later than ninety (90) days following adoption of the within Ordinance. Failure to comply shall result in a repeal of the herein Ordinance and the tax exemption will be voided.
 12. The Ordinance will be rescinded if the closing of the sale of the Property and transfer of title from the seller to the Entity does not take place within ninety (90) days of the date of adoption of this Ordinance, unless otherwise extended by the City;
 13. This Ordinance will sunset and the tax exemption will terminate unless construction of the Project begins within two (2) years of the adoption of this Ordinance.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to 1) the City Tax Assessor, 2) the Director of the New Jersey Division of Local Government Services, 3) the Hudson County Chief Financial Officer and 4) the Hudson County Counsel within ten (10) calendar days of adoption or execution, whichever occurs later.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary. The applicant shall execute the Tax Exemption Financial Agreement within ninety (90) days of the date of adoption of this Ordinance. Failure to comply shall result in the Ordinance being repealed and the tax exemption rescinded.
- E. The actual date of execution of the Tax Exemption Financial Agreement shall not affect, alter or amend the Entity's obligation to make payments according to the intervals set forth in Section 304-28 of the Municipal Code and the Tax Exemption Financial Agreement. Should the Entity fail to make timely payments, interest shall begin to accrue at the rate set forth in the Tax Exemption Financial Agreement.

- F. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- G. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Municipal Code.
- H. This Ordinance shall take effect at the time and in the manner provided by law.
- I. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing Code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH 2/21/17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

DATE: February 21, 2017

TO: John Hallanan (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: Twenty Year Tax Abatement: Mixed Rate, Rental Project 16 Bennett Street Urban Renewal, LLC - Block 20702 Lot 60.01

CC: J. Monahan, E. Borja, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, R. Field, P. Leandre, K. Kane

INTRODUCTION:

The applicant, – 16 Bennett Street Urban Renewal, LLC, is applying for a twenty (20) year tax abatement pursuant to N.J.S.A. 40 A: 20-1 et seq. It will be a five (5) story mixed rate rental project within the Water Street Redevelopment Plan area. The application fee of \$9,500 was paid.

LOCATION OF THE PROPERTY:

The property is Block 20702 Lot 60.01. It is the consolidation of Lots 60 and 61. It is designated 160 Clark Street, it is bounded by Bennett Street and Ege Avenue. It is one block west of NJ Route 440.

PROPERTY TO BE CONSTRUCTED:

The proposed project will be a five (5) story building with fifty-seven (57) market rate residential units and six (6) set aside for moderate income tenants. There will also be fifty-seven (57) parking spaces.

The units are as follows:

<u>Unit Type</u>	<u>Number of Units</u>
One Bedroom	33
Two Bedroom	26
Three Bedroom	4
Total	<u>63</u>

ESTIMATED TOTAL CONSTRUCTION COST:

The cost of construction estimated at \$16,000,000 is certified by Jeffery White, the applicant's architect. Estimated cost of materials is \$6,400,000. Estimated cost of labor is \$9,400,000. Total Project Cost is projected at \$17,794,656.

CONSTRUCTION SCHEDULE:

The applicant expects to begin construction in within twelve (12) months of abatement approval. Completion is expected within eighteen (18) to twenty-four months of commencement.

ESTIMATED JOBS CREATED:

The applicant estimates creation of fifty (50) jobs during Construction and approximately one (1) permanent full-time Job after completion. The applicant will execute a Project Employment and Contracting Agreement. However; based upon the estimated construction cost, a Project Labor Agreement is not required.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

16 Bennett Street, LLC

		Rate	Amount
Residential Units	57	\$1,500.00	\$85,500.00
Square footage Parking	19,310	\$1.50	\$28,965.00

Total AHTF Payment	<u>\$114,465.00</u>
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CURRENT REAL ESTATE TAX:

The assessment for the land and building is \$203,700. At the current tax rate of \$77.01 the estimated annual tax for the land and existing building is \$15,687.

The new assessment for the proposed improvements is \$3,616,200. All taxes are paid through the First Quarter 2017.

PROPOSED ABATEMENT:

The applicant has requested a term of the lesser of twenty-five (25) years from the date of approval of an ordinance approving the abatement or twenty (20) years from substantial completion of the project.

The proposed Annual Service Charge is eleven and one half percent (11.5 %) of Annual Gross Revenue. An additional two percent (2%) City administrative fee and a five percent (5%) service charge to Hudson County will be charged annually.

STAGED ADJUSTMENTS:

Beginning the first day of the month following substantial completion the Annual Service Charge (ASC) shall be the higher of the Minimum Annual Service Charge or eleven and one half percent (11.5%) of Annual Gross Revenue.

Beginning the first day of year seven (7) through the end of year nine (9) it would be the greater of the ASC or twenty percent (20%) of conventional taxes otherwise due.

Beginning the first day of year ten (10) through the end of year twelve (12) it would be the greater of the annual service charge or forty percent (40%) of conventional taxes otherwise due.

Beginning the first day of year thirteen (13) through the end of year sixteen (16) it would be the greater of the annual service charge or sixty percent (60%) of conventional taxes otherwise due.

Beginning in year seventeen (17) through the end of year twenty (20) it would be the greater of the annual service charge or eighty percent (80%) of conventional taxes otherwise due.

Beginning in year twenty-one (21) the project would pay full conventional taxes.

PROPOSED REVENUE TO THE CITY:

At full occupancy the Applicant's good faith estimated initial annual revenue is \$1,757,276.

The Annual Service Charge at the rate of eleven and one half percent (11.5%) is \$202,087. That amount is less than the Minimum Annual Service Charge. The City Administrative fee at two percent (2%) is \$4,042 and the Hudson County fee of five percent (5%) is \$10,104.

SERVICE CHARGE VS CONVENTIONAL

*ASSUMING 77.01 TAX RATE WITH 2% ANNUAL INCREASE

16 BENNETT STREET, LLC

BLOCK

20702

LOT

60.01

NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS

LAND	401,000	COUNTY	5%
BLDG	3,616,200	ADMIN	2%
TOTAL	4,017,200		

EXISTING ASSESSMENT 289,600

PROJECTED SERVICE CHARGE (1ST YEAR) 202,087

YEAR	ASC w/ Phase-In Less Land Tax Credit	ASC w/ 2% Annual Increase	ASC w/ 2% Annual Increase & Phase-In	County	Admin	Estimated Conventional Taxes On NEW Assessment	Staged Adj Rate	Conventional Taxes at 51% (Estimated)	Current Taxes On EXISTING Assessment	Land Tax
1	171,206	202,087	202,087	10,104	4,042	309,365		157,776	22,302	30,881
2	174,630	206,129	206,129	10,306	4,123	315,552		160,931	22,748	31,499
3	178,123	210,251	210,251	10,513	4,205	321,863		164,150	23,203	32,129
4	181,685	214,456	214,456	10,723	4,289	328,300		167,433	23,667	32,771
5	185,319	218,745	218,745	10,937	4,375	334,866		170,782	24,141	33,427
6	189,025	223,120	223,120	11,156	4,462	341,563		174,197	24,623	34,095
7	192,806	227,583	227,583	11,379	4,552	348,395	20%	177,681	25,116	34,777
8	196,662	232,134	232,134	11,607	4,643	355,363	20%	181,235	25,618	35,473
9	200,595	236,777	236,777	11,839	4,736	362,470	20%	184,860	26,130	36,182
10	204,607	241,513	241,513	12,076	4,830	369,719	40%	188,557	26,653	36,906
11	208,699	246,343	246,343	12,317	4,927	377,114	40%	192,328	27,186	37,644
12	212,873	251,270	251,270	12,563	5,025	384,656	40%	196,175	27,730	38,397
13	217,131	256,295	256,295	12,815	5,126	392,349	60%	200,098	28,284	39,165
14	221,473	261,421	261,421	13,071	5,228	400,196	60%	204,100	28,850	39,948
15	225,903	266,650	266,650	13,332	5,333	408,200	60%	208,182	29,427	40,747
16	230,421	271,982	271,982	13,599	5,440	416,364	60%	212,346	30,016	41,562
17	297,360	277,422	339,753	16,988	6,795	424,691	80%	216,593	30,616	42,393
18	303,307	282,971	346,548	17,327	6,931	433,185	80%	220,924	31,228	43,241
19	309,373	288,630	353,479	17,674	7,070	441,849	80%	225,343	31,853	44,106
20	315,561	294,403	360,549	18,027	7,211	450,686	80%	229,850	32,490	44,988

TOTAL	4,416,759	4,910,183	5,167,086	258,354	103,342	7,516,745		3,833,540	541,882	750,327
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ASC phase-in reflects annual 2% increase in conventional taxes AND Gross Rents
Projected figures subject to rounding discrepancies

FISCAL IMPACT COST PROJECTION: MIXED RATE RENTAL UNITS

Block: 20702 Lot: 60.01 Loc: 16 BENNET STREET

Market Rate/Affordable Mixed Income Rentals	Demographic Multipliers*					Annual Expenditures		Total Annual Expenditures		
	Number of Units	Household	Students	Total		Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
				Residents	Students					
1 Bedroom	31	1,421	0.050	44.05	1.55	\$1,172.97	\$3,673.00	\$51,670.63	\$5,693.15	\$57,363.78
2 Bedroom	23	2,012	0.120	46.28	2.76	\$1,172.97	\$3,673.00	\$54,280.49	\$10,137.48	\$64,417.97
3 Bedroom	3	2,798	0.560	8.39	1.68	\$1,172.97	\$3,673.00	\$9,845.93	\$6,170.64	\$16,016.57
1 Bedroom (Affordable)	2	1,610	0.140	3.22	0.28	\$1,172.97	\$3,673.00	\$3,776.97	\$1,028.44	\$4,805.41
2 Bedroom (Affordable)	3	2,760	0.620	8.28	1.86	\$1,172.97	\$3,673.00	\$9,712.22	\$6,831.78	\$16,544.00
3 Bedroom (Affordable)	1	3,820	1.270	3.82	1.27	\$1,172.97	\$3,673.00	\$4,480.76	\$4,664.71	\$9,145.47
TOTAL	63			114.04	9.40			\$133,767.00	\$34,526.20	\$168,293.20

1. Total Municipal Ratables	\$6,093,045,337	4. CY 2016 Budget	\$570,918,095	6. Population of Jersey City (2014 Census)	262,146	9. Increase in Services Incurred Per Development	\$168,293.20
2. Residential Ratables	\$3,281,648,604			7. Per Capita Municipal Cost		10. Anticipated Gross PILOT (1st Year)	
Commercial Ratables	\$1,524,059,780					ASC - 11.5%	\$ 202,086.74
						2% Admin	\$ 4,041.73
						Less Land Tax (77.01)	\$ (30,881.01)
3. Residential Ratables as a Percentage of Total Ratables	53.86%	5. Residential Portion	\$307,490,150	8. Annual Expenditures Per Student**		11. 1st Year Net PILOT	\$ 175,247.46
					\$3,673.00	12. Implied Surplus (Cost)	\$ 6,954.26

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

NEW ASSESSMENT AFTER IMPROVEMENTS

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2015-2016 Jersey City Municipal Cost Per Pupil

LAND: 401,000

BLDG: 3,616,200

Proposed revenue: 1,757,276

16 BENNETT STREET, LLC
 BLOCK 20702 Lot 60.01
 160 Clark St.

20702-60.01

Block	Lot		Existing Prorated (subdvi.)	New Assessments	Yearly EGR	Assessment (Exemption)
20702	60.01	Land	283,700	401,000		
		Bldg	5,900	3,616,200	1,757,276	3,616,200
		Total	289,600	4,017,200	1,757,276	3,616,200

Est. In-Lieu of Full Property Tax Payments An Amount Equal
 To A Percentage Of Taxes Otherwise Due On The Land and
 Improvement According To The Following Stages:

Stages		ASC	Yr. Taxes (Phased-In)
1	From the 1st day of the month following substantial completion until the last day of the 6th year, the ASC shall be at 11.5% of Annual Revenue	\$ 202,087	0
2	Beginning on the 1st day of the 7th year and the last day of the 9th year of substantial completion, an amount equal to the greater of the ASC at 11.5% or 20% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 202,087	\$ 61,873
3	Beginning on the 1st day of the 10th year and the last day of the 12th year of substantial completion, an amount equal to the greater of the ASC at 11.5% or 40% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 202,087	\$ 123,746
4	Beginning on the 1st day of the 13th year and the last day of the 16th year of substantial completion, an amount equal to the greater of the ASC at 11.5% or 60% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 202,087	\$ 185,619
5	Beginning on the 1st day of the 17th year and the last day of the 20th year of substantial completion, an amount equal to the greater of the ASC at 11.5% or 80% of the amount of taxes otherwise due on the value of the land and improvements.	\$ 202,087	\$ 247,492
	Yearly Land & Improvement Tax		\$ 309,365

2/10/2017

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A MIXED-INCOME RESIDENTIAL PROJECT TO BE CONSTRUCTED BY 16 BENNETT STREET URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

Initiator

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

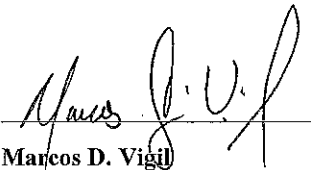
Ordinance Purpose

The applicant, 16 Bennett Street Urban Renewal, LLC, is applying for a twenty-year (20) tax abatement pursuant to N.J.S.A. 40 A: 20-1 et seq. The applicant proposes to build a mixed-rate rental project within the Water Street Redevelopment Plan area. The property is bounded by Bennett Street and Ege Avenue and is one block west of NJ Route 440.

The proposed project will be a five (5) story building with sixty-three (63) residential rental units including fifty-seven (57) market-rate residential units and six moderate-income residential units. The project will also include fifty-seven (57) parking spaces.

The applicant has requested a term of the lesser of twenty-five (25) years from the date of approval of the Ordinance approving the abatement or twenty (20) years from substantial completion of the project. The proposed Annual Service Charge is eleven and a half percent (11.5 %) of Annual Gross Revenue. An additional two percent (2%) City administrative fee and a five percent (5%) service charge to Hudson County will be charged annually.

At the current tax rate, the estimated annual tax for the land and existing building is \$15,687. The Annual Service Charge at the rate of 11.5% is \$202,087. The City Administrative fee at two percent (2%) is \$4,042 and the Hudson County fee of five percent (5%) is \$10,104. The applicant will also make a contribution to the Affordable Housing Trust Fund equal to \$114,465.



Marcos D. Vigil
Deputy Mayor

February 21, 2017

Date

TIER 2 - FINANCIAL AGREEMENT (10 YEAR)

Rev. 2/21/17

Long Term Tax Exemption

N.J.S.A. 40A:20-1, et seq.

Re: 16 Bennett Street & 148-150 Clarke Street,
to be known as 160 Clarke Street
Approximately 0.63 Acres
Block 20702, Lot 60.01
Water Street Redevelopment Plan

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made as of the 28th day of March, 2017 by and between **16 BENNETT STREET URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 258 Newark Street, Suite 200, Hoboken, New Jersey 07030, and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Owner pursuant to Deed dated September 1, 2015, of certain property designated as Block 20702, Lot 60.01, more commonly known by the street address of 16 Bennett Street & 148-152 Clarke Avenue, to be known as 160 Clarke Avenue, in Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this property is located within the boundaries of the Water Street Redevelopment Plan Area; and

WHEREAS, the Entity plans to construct a five (5) story building with approximately sixty-three (63) residential rental units including fifty-seven (57) market-rate residential rental units and six (6) moderate-income residential rental units, which will include two (2) one-bedroom units, three (3) two-bedroom units, and one (1) three-bedroom unit. The Project will include fifty-seven (57) parking spaces; and

WHEREAS, the Property is in located within Tier II of the Jersey City Tax Abatement Policy Map and Tier II allows tax exemptions for a period of up to ten (10) years with the possibility of an additional ten (10) years if the Entity commits to setting aside ten (10%) percent

of the total units within the Project for on-site moderate-income tenants absent any other moderate-income housing obligations; and

WHEREAS, the Entity has committed to setting aside ten (10%) percent of the total units within the Project for on-site moderate-income tenants absent any other moderate-income housing obligations thus making this Project eligible for an additional ten (10) years added to the tax exemption term normally permitted of any Project located within Tier II of the Jersey City Tax Abatement Policy Map; and

WHEREAS, on June 14, 2016 the Project received site plan approval from the Planning Board; and

WHEREAS, on November 9, 2016, the Entity filed an Application with the City for a long term tax exemption for the Project; and

WHEREAS, by the adoption of Ordinance 17.____ on March 8, 2017, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

WHEREAS, the City made the following findings:

- A. Relative Benefits of the Project when compared to the costs:
1. the current real estate tax generates revenue of only \$15,687 whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$202,087;
 2. as required by Ordinance 13-088, the Entity shall pay the City the sum of \$38,155 on or before the effective date of the Ordinance approving the Financial Agreement, and will pay the balance of \$76,310 as an affordable housing contribution as required by the Ordinance;
 3. it is expected that the Project will create approximately fifty (50) construction jobs and one (1) new permanent full time jobs;
 4. the Project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
 5. the Project will further the objectives of the Water Street Redevelopment Plan, and will include the development of vacant property;
 6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2015-007, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance 17.____, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying, on a non-accrual basis, the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per

annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Gross Revenue - Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party;

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include an annual payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual non-accrued Net Profit and annual Excess Profit due to the City, if any. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the Project for a period equal to the term of this Agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean 16 Bennett Street Urban Renewal, LLC, which Entity was formed and is qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Excess Profit - Any profit in excess of the allowable Net Profit.

xi. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xii. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xiii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiv. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 15-007, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance 17.____, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be (a) until Substantial Completion the amount of the total taxes levied against all real property

in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$15,687; and (b) upon Substantial Completion, the sum of \$202,087 per year, which sum is equal to the estimated Annual Service Charge.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvii. Moderate Income - Consistent with N.J.S.A. 52:27D-304(D), Moderate Income means housing affordable for households with a gross household income equal to more than 50% but less than 80% of the median gross household income for households of the same size within the housing region in which the housing is located.

xviii. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xix. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xx. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xxi. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xxii. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be excluded from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 20702, Lot 60.01, more commonly known by the street addresses of 16 Bennett Street & 148-152 Clarke Avenue, to be known as 160 Clarke Avenue, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs;

and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

Entity represents that it will construct a five (5) story building with approximately sixty-three (63) residential rental units including fifty-seven (57) market-rate residential rental units and six (6) moderate-income residential rental units, which will include two (2) one-bedroom units, three (3) two-bedroom units, and one (1) three-bedroom unit. The Project will include fifty-seven (57) parking spaces; all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

Section 2.5 Ownership, Management and Control

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

Section 2.6 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.7 Good Faith Estimate of Initial Rents

The Entity represents that its good faith projections of the initial rents, including the rents of the moderate income units and other revenue to the Project are set forth in Exhibit 7.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and

agreed by the parties hereto that this Agreement shall remain in effect for the earlier of twenty-five (25) years from the date of the adoption of Ordinance 17.____ on March 8, 2017, which approved the tax exemption, or twenty (20) years from the original date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to eleven and a half percent (11.5%) of the Annual Gross Revenue, including the non-accrued Annual Excess Profit, if applicable. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due upon Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

Section 4.2 Staged Adjustments

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until

the last day of the 6th year, the Annual Service Charge shall be eleven and a half percent (11.5%) of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1st day of the 7th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 10th year following the Substantial Completion until the last day of the 12th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 13th year following Substantial Completion until the last day of the 16th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

v. Final Stage: Beginning on the 1st day of the 17th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

Section 4.3 Land Tax

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the

In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments / Interest

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this Agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

Section 4.5 Administrative Fee

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two percent (2%) of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

Section 4.6 Affordable Housing Contribution and Remedies

A. Contribution. The Entity will pay the City the sum of \$114,465 [\$1,500 per unit x 57 Market-Rate Units or \$85,500 and \$1.50 per square foot of parking x 19,310 square feet or \$28,965] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

Section 4.7 Material Conditions

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Excess Profits and any

adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

Section 4.8 Additional Material Conditions

The Property is located within Tier II of the Jersey City Tax Abatement Policy Map and Tier II allows tax exemptions for a period of up to ten (10) years with the possibility of an additional ten (10) years if the Entity commits to setting aside ten (10%) percent of the total units within the Project for on-site moderate-income tenants absent any other moderate-income housing obligations. The Entity has committed to setting aside ten (10%) percent of the total units within the Project for on-site moderate-income tenants absent any other moderate-income housing obligations thus making this Project eligible for an additional ten (10) years added to the tax exemption term normally permitted of any Project located within Tier II of the Jersey City Tax Abatement Policy Map.

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Employment and Contracting Agreement

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8. The Entity agrees to enter into a Project Employment & Contracting Agreement with the City and that it will employ its Best Efforts to achieve a goal of 51% of the workforce to be Jersey City residents.

Section 5.2 Project Labor Agreement (Projects with construction costs exceeding \$25 million)

If the construction costs exceed \$25 million, then the Entity must execute a Project Labor Agreement as required by Section 304-33 of the Jersey City Municipal Code. The Entity asserts that the construction costs will not exceed \$25 million and therefore a Project Labor Agreement (PLA) is not required. Notwithstanding construction costs under \$25 million, the Entity must comply with Chapter 304-34(C) of the Municipal Code and provide certification of its construction costs. In the event that the construction costs do exceed the \$25 million threshold, the entity shall be required to pay the damages as set forth in Chapter 304-37(3) of the Municipal Code.

The Entity shall execute a Project Labor Agreement as required by Section 304-33 of the Jersey City Municipal Code as it exists or as it may be amended from time to time.

Section 5.3 Living Wage Mandate (Projects with construction costs exceeding \$25 million)

If the construction costs exceed \$25 million, the Entity also agrees to comply with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All janitors and unarmed security guards employed at the Projects, including by any and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51G(1). In the event that the construction costs do exceed the \$25 million threshold, the entity shall be subject to the penalties set forth in the Municipal Code for violation of Section 3-51G(1).

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

Section 6.3 Construction Permits

The estimated cost basis disclosed by the Entity's application and proposed Financial

Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an Excess Profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

Section 7.3 Inspection/Audit

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

Section 8.2 Annual Payment of Excess Net Profit

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to

aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval of Sale

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

Section 9.2 Transfer Application Fee

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

ARTICLE X - COMPLIANCE

Section 10.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

Section 10.2 Disclosure of Lobbyist Representative

During the term of this Agreement, the Entity must comply with Executive Order 2015-007, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE XI - DEFAULT

Section 11.1 Default

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

Section 11.2 Cure Upon Default

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However,

if, in the reasonable opinion of the City; the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the

tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

Section 12.2 Voluntary Termination by the Entity

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project , as of the January 1st of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1st of the tax year preceeding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1st as a condition precedent of the voluntary termination.

Section 12.3 Final Accounting

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the

provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 12.4 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

Section 13.2 Appeal of Assessment

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

ARTICLE XIV - WAIVER

Section 14.1 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided

herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

Section 16.2 Sent by City

When sent by the City to the Entity the notice shall be addressed to:

16 Bennett Street Urban Renewal, LLC
258 Newark Avenue, Suite 200
Hoboken, New Jersey 07030
Attn: Jeffrey White

and

Genova Burns, LLC
30 Montgomery Street, 15th Floor
Jersey City, NJ 07302

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

Section 16.3 Sent by Entity

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk
City Hall
280 Grove Street
Jersey City, New Jersey 07302

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State

of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

Section 18.2 Conflicts

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

Section 18.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

Section 18.4 Entire Document

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 18.5 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the City.

ARTICLE XIX - EXHIBITS

Section 19 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.

10. Entity's Deed.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESS:

**16 BENNETT STREET URBAN
RENEWAL, LLC**

JEFFREY WHITE

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR**

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the 8th day of March, 2017, between the **CITY OF JERSEY CITY** [City] and **16 BENNETT STREET URBAN RENEWAL, LLC**, having its principal office at 258 Newark Avenue, Hoboken, New Jersey 07030.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this Agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Jersey City Employment and Training Corporation" or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under Federal or state law.

10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this Agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting Agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.

21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive make Best Efforts, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Best Efforts obligations under this Agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this Project is not subject to the terms of a Project Labor Agreement during construction, this Agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the Agreement detailed herein and to report to and confer with the City in order to discharge its Best Efforts obligations as defined in this Agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This Agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance 17-____, approving the tax exemption and terminate the earlier of twenty-five (25) years from the date of the adoption of that Ordinance or twenty (20) years from the date of Substantial Completion of the Project.

V. Best Efforts Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this Agreement, the Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Best Efforts goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make Best Efforts to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make Best Efforts to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Best Efforts Defined. Construction Jobs:

1. **Construction Jobs:** Best Efforts shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i.) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii.) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii.) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i.) Once the developer submits the Project's Initial Manning Report, he/she must forward a letter with requests for quotation or bid to Mayor Fulop's Business Cooperative Program for local and minority vendors for any construction or

building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii.) The developer shall make best efforts to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this Agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts, if Applicable

- i.) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union, if applicable, with which he/she has a collective bargaining agreement covering workers to be employed on the Project.
- ii.) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii.) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the Project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices, if Applicable

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty-one (51%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i.) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii.) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii.) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i.) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii.) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the U.S. Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this Agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Best Efforts Defined. Permanent Jobs:

1. **Permanent Jobs:** Best Efforts shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i.) whether subcontractors will be used in the hiring process.
- ii.) the specific types of jobs that need to be filled.
- iii.) the qualifications needed for these particular jobs.
- iv.) possible training programs offered by the permanent employer.

- v.) the Recipient's goals and how it plans to meet these goals.
 - vi.) any other issues which need to be addressed.
- B. Subcontractor Notification: If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.
- C. Subcontractor Pre-Hiring Job Awareness Meeting: Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors: Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan: Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman

resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this Agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. Best Efforts Defined. Business Contracts

- A. Best Efforts shall mean compliance with all of the following conditions:

- i) Solicitation of Businesses:

- a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
- b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
- c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an

advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the Agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
 - f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
 - g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
 - h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
 - i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this Agreement.
 - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Best Efforts Defined. Commercial Tenants at the Project Site

Best Efforts shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with the Best Efforts requirement as defined in this Agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have seven (7) days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this Agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this Agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration

of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non-compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non-compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non-compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non-compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

16 Bennett Street Urban Renewal, LLC
258 Newark Street, Suite 200
Hoboken, New Jersey 07030

With a copy to:

Eugene T. Paolino, Esq.
Genova Burns, LLC
30 Montgomery Street
Jersey City, New Jersey 07302

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Department of Administration

Division of Economic Opportunity
Project Employment & Contracting Monitor
280 Grove Street
Jersey City, New Jersey 07302
Attention: Division Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue - 2nd Floor
Jersey City, New Jersey 07306
Attention: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This Agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Best Efforts obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this Agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor

Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

16 BENNETT STREET URBAN RENEWAL, LLC

Jeffrey White
Managing Member

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-024
TITLE: 3.H FEB 22 2017 4.G

MAR 08 2017

An ordinance approving a twenty (20) year tax exemption for a mixed-income residential rental project to be constructed by 16 Bennett Street Urban Renewal, LLC., an urban renewal entity, pursuant to the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq., located on Block 20702, Lot 60.01, and more commonly known by the street address of 16 Bennett Street and 148-152 Clarke Avenue, to be known as 160 Clarke Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION FEB 22 2017 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<i>ABSENT</i>			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAR 08 2017 8-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	<i>ABSENT</i>		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

*ELLEN SIMON
HENRY GAGE
BRIGID D'SOUZA
SANGITA RANATA
YVONNE BALLER
MIKE KULOWSKI
MATT SCHAPIRO
SCOTT WELFEL
GENE PAOLINO*

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAR 08 2017 6-2-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	<i>ABSTAIN</i>			ROBINSON		✓		LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **FEB 22 2017**
Adopted on second and final reading after hearing on **MAR 08 2017**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **MAR 08 2017**

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., Council President

Date **MAR 08 2017**

APPROVED:

Steven M. Fulop

Steven M. Fulop, Mayor

Date **MAR 09 2017**

Date to Mayor **MAR 09 2017**